disposed of in the will. *Carter* v. *McManus,* 15 La. Ann. 676; *Werkheiser* v. *Werkheiser,* 3 Rawle (Pa.) 326. Nor will merely includng his land in the inventory estop an administrator from claiming it as his own. *Baker* v. *Brickell,* 87 Cal. 329, 25 Pac. 489. Nor will the additional fact that an executor, in his petition for letters testamentary, represented that the land belonged to the estate of the decedent, estop him. *Anthony* v. *Chapman,* 65 Cal. 73, 2 Pac. 889. However, the facts relied on in these cases to constitute an estoppel, fall far short of those in the principal case. The writer has been unable to find a case in which all the facts of estoppel present in the principal case have been held not to constitute an estoppel. The administratrix has caused Neeson, relying on her representations, to change his position for the worse, and therefore neither she nor her privies should be allowed to plead the falsity of those representations for their own advantage. *Cooper* v. *Lindsay,* 109 Ala. 338.

FRAUDULENT CONVEYANCE—SALES OF MERCHANDISE IN BULK—BULK SALES ACT.—A merchant sold his stock of goods in violation of Pub. Acts 1905, p. 322, which provides that all sales of stocks of goods other than in the usual course of trade "shall be void as against the creditors" of the vendor, unless five days' notice shall have been given by the vendee to the creditors of the vendor, and that "any purchaser, transferee, or assignee, who shall not conform to the provisions of this act, shall, upon application of any of the creditors of the seller, transferrer, or assignor, become a receiver and be held accountable to such creditors for all the goods, etc." A general creditor filed a bill to have a receiver appointed in accordance with the act, and a demurrer was interposed on the ground among others that complainant had not alleged that he was a judgment creditor. *Held,* that the demurrer should be sustained. *Bixler* v. *Fry* (1909), 157 Mich. 314, 122 N. W. 119.

Although the constitutionality of the "Bulk Sales Acts" has been severely questioned (126 Am. St. Rep. 184, 20 L. R. A. (N. S.) 160), this appears to be the first time the point raised in the principal case has been before the courts. The holding seems difficult to justify, unless it be said that the court requires the existence of a judgment unsatisfied as proof of the inadequacy of complainant's remedy at law. This is generally required where under the common law the complainant files a bill in equity to have a fraudulent transfer set aside, the reason being that the remedy by replevin or attachment is open to him at law. *Ideal Clothing Co.* v. *Hazle,* 126 Mich. 262, 85 N. W. 735. There is also some support for the holding in the fact that recording statutes, making unrecorded liens "void as against creditors, etc.", have frequently been held to apply to judgment creditors only. COLLIER, BANKRUPTCY, Ed. 7, p. 672, and cases cited. Clearly, however, a "Bulk Sales Act" is "remedial legislation" and as such ought to be liberally construed. Certainly it would not be doing violence to the language of the act to presume that one of its very purposes was to change the rule in *Ideal Clothing Co.* v. *Hazle,* supra.

GAMING—GAMBLING DEVICE—MARGINS.—The plaintiff sued to recover $1500, lost in a "bucket shop" operated by the defendant. The defendant's rooms contained a blackboard upon which quotations were listed, a ticker, and

telegraphic communication with the New York market. The transactions of the parties were for the future delivery of stocks with the intention that there should be no delivery, but a settlement by paying the difference of prices. *Held*, such transactions did not constitute a game of hazard, and the blackboard, ticker and telegraph wire were not a gambling device. *Ives* v. *Boyce* (1909), — Neb. —, 123 N. W. 318.

At common law no recovery could be had upon such a transaction, for wagers that did not violate any recognized principle of public policy were not prohibited. BENJAMIN, SALES, p. 536, Ed. 5, (1906). Without statutory enactment many states have declared such contracts invalid as against public policy, but the parties have been denied relief because of the illegality of the transaction. *Crawford* v. *Spencer*, 92 Mo. 498, 4 S. W. 713, 1 Am. St. Rep. 745, Note 758. The intention of the parties is the determining element, and where it is mutually understood that no purchase is to be made, but a settlement is to be had on the difference in prices, it is usually held to be a wagering contract, and is therefore void. *Whiteside* v. *Hunt*, 97 Ind. 191, 202, 49 Am. Rep. 441. Under § 214 of the Criminal Code of Nebraska, as amended in 1887, the plaintiff is restricted to a recovery where the money has been lost by a "gambling device." Since the instruments in the defendant's place of business may be and are used for legitimate purposes of trade and commerce, the court states it could only be by a forced construction that they could be treated as a "gambling device." Dealing in margins is not gambling. *Boyce* v. *O'Dell Comm. Co.*, 109 Fed. 759; *Sondheim* v. *Gilbert*, 117 Ind. 71, 79, 18 N. E. 687, 5 L. R. A. 432, 10 Am. St. Rep. 23, and so two essential elements necessary to bring the case within the statute were lacking,—a gambling house and a gambling device.

HUSBAND AND WIFE—JOINT LIABILITY FOR WIFE'S TORTS.—The plaintiff entered Bettie Stadiem's shop to pawn a watch. As he was about to pick up the money advanced he was shot through the hand by Bettie Stadiem's 12 year old son, who was shown by the evidence to be an employee. Action was brought to charge Bettie Stadiem with the tort, and to hold D. Stadiem, her husband, liable also. § 2105, Revisal 1905, N. C. Statutes, provides that a husband living with his wife shall be jointly liable with her for all damages accruing from a tort committed by her. *Held*, both husband and wife are liable. *Brittingham* v. *Stadiem et al.* (1909), — N. C. —, 66 S. E. 128.

A parent is not liable for the child's torts merely because of the relationship. *Maher* v. *Benedict*, 108 N. Y. Supp. 228; *Bassett* v. *Riley*, 131 Mo. App. 676, 111 S. W. 596. The liability, if any exists, must arise from the relation of master and servant, or the wrong must have been authorized by the parent. *Johnson* v. *Glidden*, 11 S. D. 237, 74 Am. St. Rep. 795 and note. In the principal case, as regards D. Stadiem, he and the child clearly did not stand in the relation of master and servant, and he can only be held, if at all, under the statute cited above, that the husband is jointly liable with the wife for her torts. *Presnell* v. *Moore*, 120 N. C. 390, 27 S. E. 27. That a tort committed by her child and for which she is liable should make the husband jointly liable, when he would otherwise not be, seems to be a very broad construction of the statute.